

Memorandum



Date: October 19, 2004

To: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name.

Subject: Retroactive Change Order No. 1 - Busway Extension to Florida City & US-1
Reconstruction Segment I-South - Contract No. TA01-BWX-1S

Agenda Item No. 7(J)(1)(C)

The attached retroactive Change Order No. 1 to the contract between Central Florida Equipment Rentals and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval.

CHANGE ORDER NO.: One

PROJECT NO.: TA01-BWX-1S

PROJECT NAME: Busway Extension to Florida City & U.S. 1
Reconstruction

PROJECT LOCATION: From S.W. 232nd Street to S.W. 266th Street
along U.S. 1 and the Florida East Cost
(FEC) railroad corridor

PROJECT DESCRIPTION: The Busway portion of the contract includes the construction of 2 ½ miles of roadway within the former FEC corridor, including drainage, a bicycle path, landscaping, lighting, traffic signals and bus shelters. The U.S. 1 portion of the contract includes the reconstruction of northbound and southbound lanes finished with asphalt pavement, the construction of sidewalks and drainage, the widening of the C-1 canal bridge, street lighting and traffic signals.

PRIME CONTRACTOR: Central Florida Equipment Rentals

COMPANY PRINCIPAL(S): James Baer, President
Robert Baer, Vice-President

COMPANY QUALIFIER: Robert Baer

| | |
|--|---|
| LOCATION OF COMPANY: | Miami, FL |
| YEARS IN BUSINESS: | Twenty-five (25) |
| SUBCONTRACTOR: | Anzac Contractors Barreiro Concrete Corp. Bob's Barricades Fence Masters General Asphalt Co., Inc. Metro Engineering Contractors Inc. |
| DBE GOAL: | 16% |
| GOAL ACHIEVED AT AWARD: | 16% |
| ORIGINAL ESTIMATE: | \$16,467,867.18 |
| CONTRACT AMOUNT: | \$17,526,003.83 (See attached bid tabulation) |
| PREVIOUS CHANGE ORDERS: | N/A |
| CHANGE ORDER RECOMMENDATION: | An increase of \$360,453.51 in the contract amount. |
| CLASSIFICATION OF CHANGE ORDER: | <input type="checkbox"/> Regulatory Change <input type="checkbox"/> Other Agency Request Change <input type="checkbox"/> Design Error Change <input type="checkbox"/> Design Omission Change <input checked="" type="checkbox"/> County Requested Change <input type="checkbox"/> Unforeseen/Unforeseeable Change <input checked="" type="checkbox"/> Other <u>Florida Department of Transportation (FDOT)</u> <u>Related Change</u> |
| ADJUSTED CONTRACT AMOUNT: | \$17,886,457.34 |
| PERCENTAGE OF INCREASE OR DECREASE PREVIOUS CHANGE ORDERS: | N/A |
| PERCENTAGE OF INCREASE OR DECREASE THIS CHANGE ORDER: | 2.06% increase in the contract amount. |

✓

JUSTIFICATION FOR
CHANGE ORDER:

This change order is necessary because of
County requested and FDOT related
changes.

The County requested changes included
repairs to the project office building roof;
deletion of the FDOT field office, trainee
hours, variable message signs, commercial
material for driveway maintenance and the
concrete traffic separator; and the reductions
in quantities for the removal of marking
paint and the installation of electrical pull
boxes.

The FDOT related changes included the
increases in quantities due to
underestimation by FDOT prior to bid for all
of the following line items: the limerock
base, the hours for the off-duty law
enforcement officer, the pavement removal
of existing concrete and curb concrete (Type
D); and the revision to the electrical light
pole design.

The total for this change order is
\$360,453.51 resulting from an increase of
\$591,973.05 for additional change work and
a credit of \$231,519.54 for the above
described County requested deletions.

The increase for the additional work was
calculated as follows:

| | |
|----------------------|---------------------|
| a) County requested: | \$9,948.75 |
| b) FDOT related: | <u>\$582,024.30</u> |

Sub-total \$591,973.05

The cumulative credit for the project deletions was
calculated as follows:

| | |
|--|-----------------------|
| a) County requested: | |
| Decreases in seven (7) line item quantities: | |
| <i>Sub-total</i> | <u>(\$231,519.54)</u> |

Total of change order \$360,453.51

The certificate of substantial completion was issued to the contractor on May 4, 2004.

The draft copy of the Change Order was prepared on February 23, 2004 and routed to the Project Control and Design & Engineering Divisions and the Assistant Director for their review and comments. Based on the comments received and after several revisions, the completed draft copy was sent to the County Attorney's office for their preliminary legal review on March 30, 2004. The final Change Order negotiations with the contractor were concluded on April 21, 2004. On April 22, 2004, the originals of the Change Order were sent to the contractor for his signature and execution. These originals were received from the contractor on May 11, 2004 and the required County signatures (Chief, Construction; MDT Finance; Assistant Director; Director and OM&B) were obtained on May 18, 2004.

MDT and FDOT staff discussed the additional costs incurred due to the underestimated quantities and the revision to the electrical light pole design by FDOT engineers. MDT has requested FDOT to revise the Joint Participation Agreement (JPA) funding this project in order to reimburse the full amount for the additional costs associated with the FDOT-related changes. MDT is pursuing the recovery of the FDOT-related costs and has received correspondence from FDOT indicating their willingness to revise the JPA to cover the costs related to the underestimation of bid quantities. FDOT is in the process of reviewing the documentation related to these costs. Once this review is complete, the revised JPA will be sent to the Board for approval.


| | | |
|---------------------------|--|---------------------|
| ALLOWANCE ACCOUNT STATUS: | Original Amount: | \$777,300.00 |
| | Expended to date: | <u>\$777,300.00</u> |
| | Balance Remaining | \$0.00 |
| CONTRACT COMPLETION DATE: | To remain as May 4, 2004 | |
| USING AGENCY: | Miami-Dade Transit | |
| MANAGING AGENCY: | Miami-Dade Transit | |
| FUNDING SOURCE: | Federal Transit Administration (FTA) | |
| | 39.8% - \$7,125,506.30 | |
| | Florida Dept. of Transportation (FDOT) | |
| | 60.2% - \$10,760,951.04 | |

ALLOWANCE/CONTINGENCY
ORDINANCE NO. 00-65: Within Guidelines – 4.4% New Construction

APPROVED FOR LEGAL
SUFFICIENCY:


Assistant County Attorney

8/23/04
Date


Surface Transportation Manager

8/24/04
Date



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 19, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No. 7(J)(1)(C)

Veto _____

10-19-04

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF
RETROACTIVE CHANGE ORDER NO. 1 TO CONTRACT
TA01-BWX-1S BETWEEN MIAMI-DADE COUNTY AND
CENTRAL FLORIDA EQUIPMENT RENTALS FOR AN
INCREASE OF \$360,453.51 IN THE CONTRACT AMOUNT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Change Order No. 1 to Contract TA01-BWX-1S with Central Florida Equipment Rentals for an increase of \$360,453.51 in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

Dorrin D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. BZ

Bruce Libhaber

CHANGE ORDER NO. 1PROJECT NO. TA01-BWX-1SDATE: April 22, 2004PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
(US-1 portion)TO CONTRACTOR: Central Florida Equipment Rental
9030 N.W. 97th Terrace
Medley, Florida 33178

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Perform change work as specified in Change Notice #42, #43, #57, # 60, #89, #101, #105, #106, #107, #108, #148, #149, and #150.

SUMMARY OF CONTRACT AMOUNT

| | |
|--|------------------------|
| ORIGINAL CONTRACT AMOUNT | <u>\$17,526,003.83</u> |
| COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED | <u>----- 0 -----</u> |
| ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER | <u>\$17,526,003.83</u> |
| COST OF CONSTRUCTION CHANGES THIS ORDER | <u>\$360,453.51</u> |
| ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER | <u>\$17,886,457.34</u> |
| PERCENT INCREASE IN COST THIS CHANGE ORDER | <u>2.06%</u> |
| TOTAL PERCENT INCREASE IN COST TO DATE | <u>2.06%</u> |

EXTENSION OF CONTRACT TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO N/A
Date

CERTIFYING STATEMENT: *I hereby certify that the supporting cost data included is, in my considered opinion, accurate ; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.*

[Signature]
SIGNATURE RESIDENT ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

Miami-Dade Transit
DEPARTMENT

MTBUS1CT0004
FUNDS BUDGETED CODE

[Signature]
MDT Entrance CERTIFIED BY

ACCEPTED BY: [Signature]
(COMPANY SEAL) Central Florida Equip. Rental

APPROVED [Signature]
BUDGET DIRECTOR

(SURETY SEAL) [Signature]
Travelers Casualty & Surety Company of America

RECOMMENDED: [Signature]
CHIEF, TRANSIT CONSTRUCTION 5/12/04

DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

By: _____
County Manager

APPROVED: [Signature] 5/13/04
ASST. DIRECTOR, PLANNING & DEVELOPMENT

APPROVED: [Signature]
DEPARTMENTAL DIRECTOR

ATTEST:

By: _____
Deputy Clerk

Prepare in Sets (6 copies). County Manager will forward all copies to Clerk of the Board. Clerk of the Board will make final distribution.

CHANGE ORDER TO ORIGINAL CONTRACT

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PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1SCHANGE ORDER NO. 1**Change Notice No. 42 - Increase the quantities for Base Optional (Base Group M13), Pay Item U2285-713****BACKGROUND**

The Resident Engineer (R.E) performed a detailed review of the area computation for the roadway limerock base, Pay Item U2285-713, and has determined that the actual limerock placed overran the original bid quantity. The original quantity had been underestimated by the Florida Department of Transportation (FDOT) design engineer by 10,764.5 sq. meters at \$30.00 per sq. meter. The original area computations did not include the base under the curb and gutter, typically one (1) meter wide, nor the ten high spots at the edge of pavement in the south bound lane, north of SW 248th Street. The R.E. discussed the limerock discrepancy with the FDOT Project Manager, in a meeting held on January 12, 2004, and in his letter dated February 18, 2004. The FDOT Project Manager agreed that there was an error in the computations made by FDOT staff concerning this item. Paragraph B of Article 33, Increased or Decreased Quantities, of the General Conditions, states in part: "... The unit price to be re-negotiated shall be only for the quantity above 125% or below 75% of the original bid quantities ..." Thus, 2,169.25 sq. meters of the above mentioned overrun (representing 25% of the original bid amount) shall be paid for at the original bid price of \$30.00 per sq. meter. The remaining 8,595.25 sq. meters of this overrun is subject to negotiation.

SUMMARY OF NEGOTIATIONS

A meeting was held on November 17, 2003, between the R.E. and Central Florida Equipment Rental (CFER). In accordance with the above mentioned paragraph, the R.E. and the contractor agreed that the 2,169.25 sq. meters of the above mentioned overrun (representing 125% of the original bid amount) shall be paid for at the original bid price of \$30.00 per sq. meter. CFER claimed that the original source of material, Florida Rock and Sand, in Florida City had depleted its supply and therefore was forced to seek other sources at substantially higher costs. As a result, CFER stated that the unit cost for the remaining 8,595.25 sq. meters (representing the quantity above the 125% amount) should be higher than the original bid price. After further discussion, the R.E. offered the Contractor a unit price of \$38.00 per sq. meter. Both parties agreed that this rate for the quantity above the 125% limit was fair and equitable. The contractor must be compensated for a sum of \$391,697.00 (2,169.25 sq. meters @ \$30.00/sq. meter and 8,595.25 sq. meters @ \$38.00/sq. meter). The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their Joint Participation Agreement to include the costs associated with this Change Notice.

Change Notice No. 43 - Increase the quantities for Off-Duty Law Enforcement Officer, Pay Item U2102-10**BACKGROUND**

The R.E performed a detailed review of the quantity computations for off-duty law enforcement officer, Pay Item U2102-10, and determined that this line item overran the original bid quantity. The FDOT design

CHANGE ORDER TO ORIGINAL CONTRACT

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CONTRACT NO. TA01- BWX-1SCHANGE ORDER NO. 1

engineer underestimated the original quantity by 1,560.50 man-hours. The original scope for the off-duty law enforcement officer task did not take into consideration the need for maintenance of traffic (MOT) at several locations at the same time, creating the need for more than one off-duty law enforcement officer. Therefore, it was jointly decided by MDT Safety personnel, the prime contractor and his safety representative to have two full-time off-duty officers on site on a daily basis. The R.E. discussed the off-duty law enforcement officer issue with the FDOT Project Manager, in a later meeting held on January 12, 2004. During this meeting, the FDOT Project Manager agreed that their staff had omitted the need of more than one officer in the computations made by FDOT. Paragraph B of Article 33, Increased or Decreased Quantities, of the General Conditions, states in part: "... The unit price to be re-negotiated shall be only for the quantity above 125% or below 75% of the original bid quantities ..." Thus, 206.25 man-hours of the above mentioned overrun (representing 25% of the original bid amount) shall be paid for at the original bid price of \$45.00 per man-hour. The remaining 1,354.25 man-hours (representing the amount above the 125% limit) of this overrun is subject to negotiation.

SUMMARY OF NEGOTIATIONS

A meeting was held on November 17, 2003, between the R.E. and CFER to try and resolve this item. Since the cost of this item is determined by the local law enforcement agency, both parties agreed that the original unit rate of \$45.00 per man-hour should be applied to the total amount of law enforcement man-hours. As a result, the contractor must be compensated for the sum of \$70,222.50 (1,560.50 x \$45.00). The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their Joint Participation Agreement to include the costs associated with this Change Notice.

Change Notice No. 57 – Increase the quantities for Pavement Removal of Existing Concrete, Pay Item U2110-4**BACKGROUND**

The R.E performed a detailed review of the area computation for removal of existing concrete pavement, Pay Item U2110-4, and determined that the actual pavement removal quantity overran the original bid quantity. The original quantity was underestimated by the FDOT design engineer by 4,209.3 units at \$15.00 per sq. meter. The cost for the removal of the existing concrete sidewalk, and the existing railroad crossing, was not included in the original calculations, as well as the additional pavement removal needed to eliminate ten high spots found at the south bound lane north of SW 248th Street. The R.E. discussed the pavement removal discrepancy with the FDOT Project Manager, in a meeting held on January 12, 2004, and in his letter dated February 18, 2004. The FDOT Project Manager agreed that there had been an omission in the computations made by the FDOT staff concerning this item. Paragraph B of Article 33, Increased or Decreased Quantities, of the General Conditions, states in part: "... The unit price to be re-negotiated shall be only for the quantity above 125% or below 75% of the original bid quantities ..." Thus, 56 sq. meters of the above mentioned overrun (representing 25% of the original bid amount) shall be paid for at the original bid price of \$15.00 per

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sq. meter. The remaining 4,153.3 sq. meters (representing the amount above the 125% limit) of this overrun is subject to negotiation.

SUMMARY OF NEGOTIATIONS

A meeting was held on November 17, 2003, between the R.E. and CFER to discuss this item. In accordance with the above mentioned paragraph, both parties agreed that 56 sq. meters shall be paid for at the original bid price of \$15.00 per sq. meter. Moreover, the contractor claimed that due to increases in trucking and disposal costs since the original bid was placed, the unit cost for the remaining 4,153.3 sq. meters of additional pavement removal should be higher than the original bid price. After further discussion, the R.E. then offered the contractor the original bid price of \$15.00 per sq. meter for the additional pavement removal. Both parties agreed that the amount was fair and equitable. As a result, the contractor must be compensated for a total of \$63,139.50 (4,209.3 sq. meters x \$15.00 per sq. meter). The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their Joint Participation Agreement to include the costs associated with this Change Notice.

Change Notice No. 60 – Increase the quantities for Curb Concrete (Type D), Pay Item U-2520-2-3**BACKGROUND**

On June 2, 2003, FDOT issued revised plans adding a turning lane at Station 175+00. Consequently, type F curb was deleted and type D curb was added instead. In addition, to facilitate the construction area between SW 242nd Street and STA 168+25, the R.E. instructed the contractor to install concrete curb (Type D), Pay Item U2520-2-3, in lieu of traffic separator, Pay Item U2520-5-41. Therefore, the original quantity for Curb Concrete (Type D), Pay Item U2520-2-3, overrun by 557 meters. The deletion of traffic separator, Pay Item U2520-5-41, shall be addressed in Change Notice #108. Paragraph B of Article 33, Increased or Decreased Quantities, of the General Conditions, states in part: "... The unit price to be re-negotiated shall be only for the quantity above 125% or below 75% of the original bid quantities ..." Thus, 508.25 meters of the above mentioned overrun (representing 25% of the original bid amount) shall be paid for at the original bid price of \$32.00 per meter. The remaining 48.75 meters (representing the amount above the 125% limit) of this overrun is subject to negotiation.

SUMMARY OF NEGOTIATIONS

A meeting was held on November 17, 2003, between the R.E. and CFER to try and resolve this item. Both parties agreed that the first 508.25 meters of the above mentioned overrun (representing 25% of the original bid amount) shall be paid for at the original bid price of \$32.00 per meter. In accordance with the above mentioned paragraph, the contractor claimed that due to the increase in trucking costs since the date the original bid was placed, the unit price for the remaining 48.75 meters (representing the amount above the 125% limit) of this overrun should be higher than the original bid price. After further discussion and since this

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PROJECT TITLE: Busway Extension to Florida
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portion of the overrun was so close to the 125% limit, the R.E. then offered to pay for the remaining 48.75 meters of additional concrete curb (Type D) at the original bid price of \$32.00 per meter. As a result, the contractor must be compensated for a total of \$17,824.00 (557 meters x \$32.00 per meter). Both parties agreed that the amount was fair and equitable. The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their Joint Participation Agreement to include the costs associated with this Change Notice.

Change Notice No. 89 – Provide repairs to the project office building roof**BACKGROUND**

In mid September, 2003 the R.E. requested the contractor to investigate providing repairs to the project office building roof as required. On October 16, 2004, the contractor submitted a total amount of \$37,125.00 to provide a complete new roof to the subject building. The R.E. staff inspected the roof and determined that the roof did not need a complete new roof but was fixable. The R.E. instructed the contractor to provide an estimate to only repair the roof.

SUMMARY OF NEGOTIATIONS

On November 25, 2003 the contractor presented a proposal of \$9,948.75 to perform the above described roof repairs. The R.E. reviewed this estimate and agreed to this sum. The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

Change Notice No. 101 – Revise the electric light pole base design to resolve conflict with the proposed retaining wall**BACKGROUND**

In his RFI # 165, dated November 25, 2003, the contractor notified the R.E. that nine (9) light poles bases along US-1 are in direct conflict with the proposed retaining wall at locations: #63 @161+25, #66 @162 +51, #67 @162+79, #68 @163 +08, #69 @163 +29, #70 @163+69, #71 @164+07, #72 @164 +46, and #73 @164 +87. On December 3, 2003, FDOT revised a sketch of the design for the light pole foundations to make them part of the retaining wall poured monolithically with such structure. The revised design required additional reinforcing steel, concrete work, conduits, wiring, and anchor bolt installation.

SUMMARY OF NEGOTIATIONS

In his cost estimate dated December 19, 2003, the contractor requested the amount of \$65,766.33 for 9 additional light pole bases (\$7,307.37 per pole base) as part of the structure of the retaining wall. The R.E.

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PROJECT TITLE: Busway Extension to Florida
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CONTRACT NO. TA01- BWX-1SCONTRACTOR: Central Florida Equipment RentalCHANGE ORDER NO. 1

checked this estimate and found it to be excessive and inaccurate, and a new estimate was requested. In his cost estimate dated January 15, 2004, the contractor requested the amount of \$46,866.29 for 8 additional light pole bases (\$4,875.50 per pole base). The R.E. contacted the contractor once again on January 26, 2004, but could not arrive to a negotiated amount to perform this work and, in his letter dated January 28, 2004, the R.E. authorized the contractor to proceed with the work in a force account basis, in accordance with Article 43 – Force Account Work, of the General Conditions. On April 21, 2004, the contractor submitted his final cost proposal in the amount of \$39,141.30. Both parties agreed that the amount was fair and equitable. The R.E. performed a Time Impact Analysis (TIA), in accordance with Paragraph I of Article 36, Changes, of the General Conditions and determined there was no time impact due to this change.

MDC and FDOT shall revise their Joint Participation Agreement to include the costs associated with this Change Notice.

Change Notice No. 105 – Delete Field Office, Pay Item U2109-71-1**BACKGROUND**

The original Bid Form included a field office for the exclusive use of the FDOT Engineer, Pay Item No. U2109-71-7 in the amount of \$54,000.00 (540 days @ \$100.00/day), in accordance with the Special Provisions to the Contract, Section 109. The R.E. confirmed with FDOT that an additional field office will not be required, therefore, not furnished by the contractor. As a result, MDC is due a credit of (\$54,000.00) for the deletion of this item.

SUMMARY OF NEGOTIATIONS

In his letter dated January 14, 2003, the R.E. confirmed MDC's intention to delete the above mentioned pay item, and requested concurrence from FDOT. In their response dated March 14, 2003, FDOT confirmed that they would not require the use of a separate field office. Both parties agreed to the credit of (\$54,000.00).

Change Notice No. 106 - Deletion of Trainee Manhours, Pay Item U2105-70**BACKGROUND**

The original Bid Form included trainee manhours, Pay Item U2105-70, in the amount of \$48,000.00 (4,000 hours @ \$12.00/hour). The R.E. reviewed the contract documents and determined that this item will not be used in this project. As a result, MDC is due a credit of (\$48,000.00).

SUMMARY OF NEGOTIATIONS

The Contractor has never used or billed for trainee manhours in this project. During a telephone conversation, held on February 16, 2004, the R.E. informed the contractor that this pay item will be deleted from the contract price and the contractor agreed to the credit amount of (\$48,000.00).

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PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1SCHANGE ORDER NO. 1**Change Notice No. 107 - Deletion of Variable Message Sign (Temporary), Pay Item U2102-99****BACKGROUND**

The original Bid Form included Variable Message Signs (Temporary), Pay Item No. U2102-99, in the amount of \$52,650.00 (1,170 each day @ \$45.00/day), to be used at the direction of the engineer. The R.E. reviewed the contract documents, and found that this item is not required to be used for maintenance of traffic (MOT), and will not be used in this project. As a result, MDC is due a credit of (\$52,650.00) for the deletion of this bid item.

SUMMARY OF NEGOTIATIONS

No variable message sign has been used, or billed, by the contractor in this project. During a telephone conversation, held on February 16, 2004, the R.E. informed the contractor that this pay item will be deleted from the contract and the contractor agreed to the credit in the amount of (\$52,650.00).

Change Notice No.108 - Delete Traffic Separator, Concrete (Type IV)(1.2M Wide), Pay Item U2520-5-41**BACKGROUND**

To facilitate the construction area between SW 242nd Street and STA 168+25, the R.E. instructed the contractor to install concrete curb (Type D) in lieu of the above described concrete traffic separator. This additional quantity of concrete curb (Type D) was paid for in Change Notice #60. As a result, MDC is due a credit of (\$14,972.00) – (197 meters @ \$76.00/meter) for the deletion of this traffic separator.

SUMMARY OF NEGOTIATIONS

On July 7, 2003, the R. E. and the FDOT Project Manager agreed to install curb concrete (Type D) in lieu of Traffic Separator U2520-5-41. During a telephone conversation held on July 7, 2003, the R.E. informed the contractor that this pay item shall be deleted from the contract and the contractor agreed to a credit in the amount of (\$14,972.00).

Change Notice No. 148 - Deletion of Commercial Material for Driveway Maintenance, Pay Item U2102-3**BACKGROUND**

The original Bid Form included Commercial Material for Driveway Maintenance, Pay Item No. U2102-3, in the amount of \$27,000.00 (900 cubic meters @ \$30.00/cubic meter), to be used as needed. The R.E. reviewed the contract documents, and the construction progress, and found that this item is not required for the completion of this project. As a result, MDC is due a credit of (\$27,000.00) for the deletion of this bid item.

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SUPPLEMENT

CONTRACT NO. TA01- BWX-1SCHANGE ORDER NO. 1**SUMMARY OF NEGOTIATIONS**

No commercial material for driveway maintenance has been used, or billed, by the contractor in this project. During a site meeting, held on March 29, 2004, the R.E. and the contractor agreed that this pay item should be deleted from the contract, representing a credit in the amount of (\$27,000.00) to the contract amount.

Change Notice No. 149 – Reduce the quantities for Marking (Paint) Remove, Pay Item U2710-11**BACKGROUND**

The original Bid Form includes Marking (Paint) Remove, Pay Item No. U2710-11, to be used as needed, in the amount of \$32,837.56 (1,525.2 sq. meters @ \$21.53/sq. meter). The R.E. reviewed the contract documents and the site conditions, and found that at this stage of the project, no further payments will be required from this item. To date, \$9,420.02 (437.53 sq. meters @ \$21.53/sq. meter) has been paid to remove all the necessary painted pavement markings for this project. As a result, MDC is due a credit of (\$23,417.54) – (1,087.67 sq. meters @ \$21.53/sq. meter) for the remaining funds allocated and not used for this activity.

SUMMARY OF NEGOTIATIONS

On a meeting held at the construction site on March 29, 2004, between the R.E. and the contractor, the R.E. determined that there are no more painted markings that need to be removed in this project. Therefore, the R.E. and the contractor agreed that the remaining amount in Pay Item U2710-11 corresponding to (\$23,417.54) shall be credited to the contract amount.

Change Notice No. 150 - Reduce the quantities for Pull Box (F&I) (Sidewalk), Pay Item U2715-14-12**BACKGROUND**

The original Bid Form includes Pull Box (F&I) (Sidewalk), Pay Item No. U2715-14-12, in the amount of \$41,984.00 (128 @ \$328.00 each). During a site meeting, the contractor and the R.E. examined the construction progress, the actual site conditions, and reviewed the contract drawings. They agreed that at this stage of the project, the 93 pull boxes needed have been furnished and installed, and therefore, no further payments will be required from this item. As a result, MDC is due a credit of (\$11,480.00) – (35 @ \$328.00 each) for the remaining funds allocated and not used for this activity.

SUMMARY OF NEGOTIATIONS

On a meeting held at the construction site on March 29, 2004, between the R.E., the contractor, and the sub-contractor, it was agreed that there are no more pull boxes needed to be furnished and installed for this project. Therefore, the R.E. and the contractor agreed that the available 35 pull boxes remaining in Pay Item U2715-14-12 corresponding to a sum of (\$11,480.00) shall be credited to the contract amount.

CHANGE ORDER TO ORIGINAL CONTRACT

Page 2

PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1SCHANGE ORDER NO. 1

Measurement and payment shall be as follows:

Revise Page 15 of 26 of the Original Bid Form as follows:

| Pay Item | Description | Unit | Original Quantity | Revised Quantity | Change Quantity | Unit Price | Change Amount |
|------------------------|---|------|-------------------|------------------|-----------------|------------|---------------|
| U2285-713 (CN#42) | Base Optional (Base Group M13) (up to 125% of original) | M2 | 8,677 | 10,846.25 | 2,169.25 | \$30.00 | \$65,077.50 |
| U2102-10 (CN#43) | Off-Duty Law Enforcement Officer | EA | 825 | 2,385.5 | 1,560.5 | \$45.00 | \$70,222.50 |
| U2110-4 (CN#57) | Pavement Removal of Existing Conc. | M2 | 224 | 4,433.3 | 4,209.3 | \$15.00 | \$63,139.50 |
| U2109-71-1 (CN#105) | Field Office | DA | 540 | 0 | (540) | \$100.00 | (\$54,000.00) |
| U2105-70 (CN#106) | Trainee Manhours | HR | 4,000 | 0 | (4,000) | \$12.00 | (\$48,000.00) |
| U2102-99 (CN#107) | Sign Variable Message (Temp.) | ED | 1,170 | 0 | (1,170) | \$45.00 | (\$52,650.00) |
| U2102-3 (CN#148) | Commercial Material for Driveway Maintenance | M3 | 900 | 0 | (900) | \$30.00 | (\$27,000.00) |

Revise Page 17 of 26 of the Original Bid Form as follows:

| Pay Item | Description | Unit | Original Quantity | Revised Quantity | Change Quantity | Unit Price | Change Amount |
|-----------------------|----------------------------------|------|-------------------|------------------|-----------------|------------|---------------|
| U2520-2-3 (CN#60) | Curb Concrete (Type D) | M2 | 2,033 | 2,590 | 557 | \$32.00 | \$17,824.00 |
| U2520-5-4 (CN#108) | Traffic Separator CONC (Type IV) | M1 | 197 | 0 | (197) | \$76.00 | (\$14,972.00) |
| U2710-11 (CN#149) | Marking (Paint) Remove | M2 | 1,525.2 | 437.53 | (1,087.67) | \$21.53 | (\$23,417.54) |

MIAMI-DADE COUNTY

CHANGE ORDER TO ORIGINAL CONTRACT

Page 10

PROJECT TITLE: Busway Extension to Florida
City & US-1 Reconstruction
 CONTRACTOR: Central Florida Equipment Rental

SUPPLEMENT

CONTRACT NO. TA01- BWX-1S

CHANGE ORDER NO. 1

Revise page 18 of 26 of the Original Bid form as follows:

| Pay Item | Description | Unit | Original Quantity | Revised Quantity | Change Quantity | Unit Price | Change Amount |
|-------------------------|------------------------------|------|-------------------|------------------|-----------------|------------|---------------|
| U2715-14-12 (CN#150) | Pull Box (F&I) (Sidewalk) | EA | 128 | 93 | (35) | \$328.00 | (\$11,480.00) |

Add the following new item to page 20 of 26 of the Original Bid form as follows:

| Pay Item | Description | Original Quantity | Unit | Change Amount |
|----------------------|---|-------------------|------|---------------|
| C.O. #1 (CN #89) | Repair the project staff office building roof as required | 1 | L.S. | \$9,948.75 |
| C.O. #1 (CN# 101) | Light Pole Bases Conflict | 1 | L.S. | \$39,141.30 |

| Pay Item | Description | Unit | Original Quantity | Revised Quantity | Change Quantity | Unit Price | Change Amount |
|---------------------|--|------|-------------------|------------------|-----------------|------------|---------------|
| C.O. #1 (CN# 42) | Base Optional (Base Group M13) (above the 125% limit) | M2 | 0 | 8,595.25 | 8,595.25 | \$38.00 | \$326,619.50 |

| | |
|--------------|---------------------|
| Total | \$360,453.51 |
|--------------|---------------------|

The terms and conditions of this change order and receipt by the contractor of the sum stipulated in this change order shall constitute a full accord and satisfaction by the contractor for all direct and indirect costs and time of performance related to the services and materials described and/or referenced herein, and for any claims the contractor has or may discover it had for acts or omissions of the County or the County's agents preceding the date the contractor executes this change order.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Charles D. Nielson, Charles J. Nielson, Laura Lee Clymer, Mary C. Aceves, Warren M. Alter**, of **Miami Lakes, Florida**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 19th day of December, 2002.


STATE OF CONNECTICUT

} SS. Hartford

COUNTY OF HARTFORD

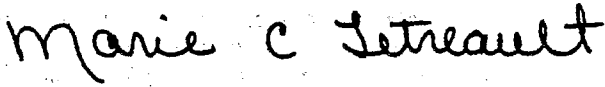
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 19th day of December, 2002 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





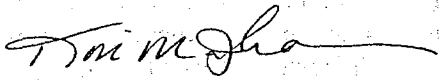
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 30th day of April, 2004.



By 
Kori M. Johanson
Assistant Secretary, Bond